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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91206574
Party	Defendant Kevin Rutledge
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Submission	Motion to Suspend for Settlement Discussions
Filer's Name	Jonathan A. Hyman
Filer's e-mail	efiling@knobbe.com, Jonathan.Hyman@knobbe.com
Signature	/jhh/
Date	05/19/2014
Attachments	2014-05-19 - Motion to Suspend - KRUT 005M.pdf(89373 bytes )

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

adidas AG, adidas International Marketing  
B.V. and adidas America, Inc.,

Opposers,

v.

Kevin Rutledge,

Applicant.

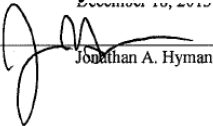
) Opposition No.: 91206574

) Mark: Design

) Serial No. 85/388,668

) I hereby certify that this correspondence and all marked  
) attachments are being deposited with the United States Patent and  
) Trademark Office, Trademark Trial and Appeal Board via  
) electronic filing through their website located at  
) <http://estta.uspto.gov/> on:

May 19, 2014

  
Jonathan A. Hyman

**MOTION FOR SUSPENSION FOR SETTLEMENT WITH CONSENT**

The parties report to the Board that they are actively working towards settlement and have continued to circulate draft settlement agreements and negotiate the terms thereof. The parties believe that most issues regarding settlement have been resolved, and both parties expect resolution to be forthcoming. Under the settlement proposal being negotiated (i) the applicant will amend the identification of goods in Class 25 to restrict the goods to a specific type of footwear and (ii) the parties will agree to take steps necessary to prevent the possibility of confusion in the future.

The parties are still negotiating the scope and extent of the exact goods/services upon which the parties may use their respective marks, as well as the exact territories to be covered by the settlement agreement. The scope of the proposed settlement discussions has expanded beyond issues involving U.S. laws and the Board proceeding. As such the agreement is complex and requires negotiation and balancing of the parties' rights and future use. Moreover, Opposer is a foreign entity and settlement negotiations are further complicated due for review and communications by and between U.S. outside counsel, in-house U.S. and foreign counsel, and representatives of the business segment of Opposer.

The parties have made progress narrowing the open issues and terms of the agreement and are trying to reach agreement on the following issues: (1) the extent on which Applicant can use variations of its mark and (2) whether any disputes must be arbitrated rather than determined in litigation in court.

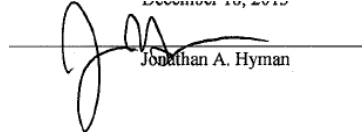
The parties hope to resolve these aforementioned issues and complete a settlement, consent, and a co-existence agreement within the next six months.

Accordingly, the parties request that this proceeding be suspended for six months to allow the parties to finalize and execute their agreement.

The applicant has consented to the requested suspension and resetting of dates requested herein.

An e-mail address is provided herewith for each party so that any order on this motion may be issued electronically by the Trademark Trial and Appeal Board.

Respectfully submitted,



Jonathan A. Hyman

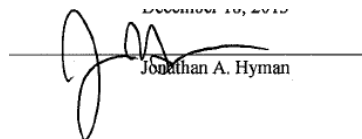
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Dated: May 19, 2014

**CERTIFICATE OF SERVICE**

I hereby certify that I served a copy of the foregoing **MOTION FOR SUSPENSION FOR SETTLEMENT WITH CONSENT** upon Applicant/Counterclaim Plaintiff's counsel by depositing one copy thereof via email per the parties' agreement, on May 19, 2014, addressed as follows:

Angelo Notaro  
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Jonathan A. Hyman